drawer that controls the fictitious character of the payee; not the intent of the drawee, as erroneously stated in this case. *Trust Company of America* v. *Hamilton Bank*, 127 App. Div. (N. Y.) 515. It follows that payment having been made to the party entitled, the drawee cannot recover. *Bartlett* v. *Chicago First National Bank*, 156 Ill. App. 415, 247 Ill. 490, 93 N. E. 337.

CARRIERS — FEDERAL REGULATION — RIGHT OF COUNTERCLAIM IN ACTION FOR CHARGES. — In an action by an interstate carrier to recover freight charges, the shipper counterclaimed for damages occasioned to the freight during transportation. The plaintiff demurred to the counterclaim on the ground that it was contrary to Section 6 of the Interstate Commerce Act, which provides that no carrier shall "charge or demand or collect or receive a greater or less or different compensation . . . than the rates, fares, and charges which are specified" in the published schedule. (34 Stat. at L. 584.) *Held*, demurrer overruled. *Pennsylvania R. Co.* v. *Bellinger*, 166 N. Y. Supp. 652.

The Supreme Court has interpreted the section referred to to mean that the carrier cannot accept anything but currency in payment for freight. *Louisville, etc. R. Co.* v. *Mottley*, 219 U. S. 467; *Chicago, etc. Ry. Co.* v. *U. S.*, 219 U. S. 486. It has been held, therefore, that to allow a counterclaim would be contrary to the intention of the Act and would open the door to a renewal of the old methods of rebate and discrimination. *Illinois Central R. Co.* v. *Hoopes & Sons*, 233 Fed. 135; *Chicago, etc. Ry. Co.* v. *Stein*, 233 Fed. 716; *Johnson-Brown Co.* v. *Delaware, etc. R. Co.*, 239 Fed. 590. These decisions were based on a ruling of the Interstate Commerce Commission, since withdrawn, and on a number of cases involving private agreements. I. C. C. CONFERENCE RULINGS, No. 48, March 10, 1908; No. 323, June 8, 1911; *Louisville, etc. R. Co.* v. *Mottley, supra; Chicago, etc. Ry. Co.* v. *U. S., supra; N. Y. Central, etc. R. Co.* v. *Gray*, 239 U. S. 583. While a compromise out of court is obviously illegal, there is no reason why the court, having all of the parties before it, should not combine their several disputes in one proceeding; for if the parties really intend to evade the Statute they can do so as easily through the medium of two lawsuits as they could by one. The better opinion, therefore, would seem to be that the counterclaim should be allowed. *Wells Fargo & Co.* v. *Cuneo*, 241 Fed. 727; *Battle* v. *Atkinson*, 9 Ga. App. 488, 71 S. E. 775.

CARRIERS — LIENS — FREIGHT PAYABLE IN ADVANCE — EFFECT OF ABANDONMENT OF VOYAGE ON LIENS. — The *Appam*, a British merchant vessel, was captured by a German man-of-war and brought to Hampton Roads. Restitution of ship and cargo was decreed because of a breach of American neutrality. The shipowners bring a libel to enforce a lien on the cargo for freight. By the bill of lading freight was to be considered earned upon shipment, ship or goods lost or not lost, and there was to be a lien for all charges whether payable in advance or not. *Held*, that there is no lien. *The Appam*, 243 Fed. 230 (U. S. Dist. Ct., S. D., N. Y.).

Freight payable in advance is not protected at the common law by a lien as a legal incident thereto. *How* v. *Kirchner*, 11 Moo. P. C. 21; *Kirchner* v. *Venus*, 12 Moo. P. C. 361. But see CARVER, CARRIAGE OF GOODS BY SEA, 4 ed., § 663. Hence the only lien arising in this case is a lien by express agreement of the parties. *Kirchner* v. *Venus*, *supra*. The contract of affreightment is abrogated when the contemplated voyage is abandoned, whatsoever the cause of abandonment. *Sampayo* v. *Salter*, 1 Mas. (U. S. Circ. Ct.) 43; *Metcalfe* v. *Britannia Ironworks Co.*, 2 Q. B. D. 423. This operates to destroy the lien, and in the usual case would also prevent the accrual of liability. *St. Enoch Shipping Co.* v. *Phosphate Mining Co.*, [1916] 2 K. B. 624; *Richardson* v. *Young*, 38 Pa. St. 169. But where payment is to be made as in the principal case, a debt